

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

00390 20251422

PAGE 1 OF 20

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
						N00167-02-Q-0228		02-MAR-15	
7. FOR SOLICITATION INFORMATION CALL:				a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/ LOCAL TIME	
				BRIAN WHITE		301-227-1867 301-227-1847 (FAX)		0300 02-APR-12/ PM	
9. ISSUED BY				CODE		N00167		10. THIS ACQUISITION IS	
CONTRACTING OFFICER NSWC CARDEROCK DIVISION 9500 MACARTHUR BLVD. W BETHESDA MD 20817-5700 301-227-1113						<input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD: 624190 5m		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	
								<input checked="" type="checkbox"/> SEE SCHEDULE	
								13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
								13b. RATING	
								S10	
								14. METHOD OF SOLICITATION	
								<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO				CODE		N00167		16. ADMINISTERED BY	
CARDEROCK DIVISION NAVAL SURFACE WARFARE CENTER 9500 MACARTHUR BLVD W BETHESDA MD 20817-5700 ATTN: HUMAN RESOURCES CODE 0031								CODE	
								N00167	
17a. CONTRACTOR/ OFFEROR				CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
								CODE	
TELEPHONE NO.									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT	
0001		REQN. NO. 00390 /20251422 ITEM NAME: CIVILIAN EMPLOYEE ASSISTANCE PROGRAM EAP SERVICES IN ACCORDANCE WITH THE FOLLOWING STATEMENT OF WORK. PERIOD OF PERFORMANCE: 1 yr. from date of award (Attach Additional Sheets as Necessary)				1		EA	
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, AND 52.212-5 ARE ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE (IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)						31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
30c. DATE SIGNED						31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN						33. SHIP NUMBER		34. VOUCHER NUMBER	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						PARTIAL FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						36. PAYMENT		37. CHECK NUMBER	
32c. DATE						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						42a. RECEIVED BY (Print)		40. PAID BY	
41c. DATE						42b. RECEIVED AT (Location)			
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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SECTION F TIME OF DELIVERY

DELIVERIES SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS

ITEM	QUANTITY	DELIVERY REQUIRED
0001	1 EA	03-APR-30

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(DEC 2001)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--(1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence Beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the

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cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of

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the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

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(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4)).
- ☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637 (a) (14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962 (c) (3) (A) (ii)).
- ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962 (i) (2) (C)).

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- ___ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- ___ (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☒ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64.
- ___ (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.)
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101	CONTINUATION SHEET	REF. NO. OF DOC. BEING CONTINUED N0016702Q0228	PAGE 7	OF 20
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<p>for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.</p>				
<p>(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.</p>				
<p>(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--</p>				
<p>(1) 52.222-26, Equal Opportunity (E.O. 11246); (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212); (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).</p>				
<p>252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)</p>				
<p>(a) The contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.</p>				
<p><input checked="" type="checkbox"/> 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)</p>				
<p>(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.</p>				
<p>— 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).</p>				
<p>— 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).</p>				
<p>— 252.219-7003 Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).</p>				
<p>— 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 Note).</p>				

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— 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
— 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
— 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241 note).
— 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).
— 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).
— 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
— 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
— 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
— 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
— 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
— 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
— ~~xx~~ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
— 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
— 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
— 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (10 U.S.C. 2631).
— 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).
252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions. As used in this clause-
(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.
(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
(3) "Data Universal Numbering System +4 (DUNS+4) number"

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means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements

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in the solicitation. This may include product literature, or other documents, if necessary;

- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise

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successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department

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<p>of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.</p> <p>(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--</p> <p style="padding-left: 40px;">Department of Defense Single Stock Point (DoDSSP) Building 4, Section D 700 Robbins Avenue Philadelphia, PA 19111-5094</p> <p style="padding-left: 40px;">Telephone (215) 697-2667/2179 Facsimile (215) 697-1462.</p> <p>(i) Automatic distribution may be obtained on a subscription basis.</p> <p>(ii) Order forms, pricing information, and customer support information may be obtained--</p> <p style="padding-left: 40px;">(A) By telephone at (215) 697-2667/2179; or</p> <p style="padding-left: 40px;">(B) Through the DoDSSP Internet site at http://assist.daps.mil.</p> <p>(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.</p> <p>(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice.dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.</p> <p>52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (DEC 2001)--ALTERNATE I (OCT 2000) AND ALTERNATE III (OCT 2000)</p> <p>(a) Definitions. As used in this provision:</p> <p>"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.</p> <p>"Forced or indentured child labor" means all work or service--</p> <p>(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or</p> <p>(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.</p> <p>"Service-disabled veteran-owned small business concern"--</p> <p>(1) Means a small business concern--</p> <p style="padding-left: 20px;">(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which</p>				

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<p>is owned by one or more service-disabled veterans; and</p> <p>(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.</p> <p>(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).</p> <p>"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.</p> <p>"Veteran-owned small business concern" means a small business concern--</p> <p>(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and</p> <p>(2) The management and daily business operations of which are controlled by one or more veterans.</p> <p>"Women-owned small business concern" means a small business concern--</p> <p>(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and</p> <p>(2) Whose management and daily business operations are controlled by one or more women.</p> <p>"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.</p> <p>(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)</p> <p>(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).</p> <p>(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.</p> <p>(3) Taxpayer Identification Number (TIN).</p> <p><input type="checkbox"/> TIN: _____</p> <p><input type="checkbox"/> TIN has been applied for.</p> <p><input type="checkbox"/> TIN is not required because:</p> <p><input type="checkbox"/> Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;</p>				

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☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted

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Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.

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<p>1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]</p> <p>(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:</p> <p>_____ Black American.</p> <p>_____ Hispanic American.</p> <p>_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).</p> <p>_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).</p> <p>_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).</p> <p>_____ Individual/concern, other than one of the preceding.</p> <p>_____(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-</p> <p>(i) It <input type="checkbox"/> is, <input type="checkbox"/> is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and</p> <p>(ii) It <input type="checkbox"/> is, <input type="checkbox"/> is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.</p> <p>(d) Representations required to implement provisions of Executive Order 11246--</p> <p>(1) Previous contracts and compliance. The offeror represents that--</p> <p>(i) It <input type="checkbox"/> has, <input type="checkbox"/> has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and</p> <p>(ii) It <input type="checkbox"/> has, <input type="checkbox"/> has not filed all required compliance reports.</p> <p>(2) Affirmative Action Compliance. The offeror represents that--</p> <p>(i) It <input type="checkbox"/> has developed and has on file, <input type="checkbox"/> has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or</p>				

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(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No	Country of Origin
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate.

(Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

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(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
--------------	-------------------

_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No	Country of Origin
--------------	-------------------

_____	_____
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made,

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designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No	Country of Origin
(List as necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1)

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of this provision, then the offeror must certify to either
(i) (2) (i) or (i) (2) (ii) by checking the appropriate block.]
[] (i) The offeror will not supply any end product
listed in paragraph (i) (1) of this provision that was mined,
produced, or manufactured in the corresponding country as
listed for that product.

[] (ii) The offeror may supply an end product listed in
paragraph (i) (1) of this provision that was mined, produced, or
manufactured in the corresponding country as listed for that
product. The offeror certifies that it has made a good faith
effort to determine whether forced or indentured child labor
was used to mine, produce, or manufacture any such end product
furnished under this contract. On the basis of those efforts,
the offeror certifies that it is not aware of any such use of
child labor.

(End of provision)

52.217-9 -- Option to Extend the Term of the Contract.:

Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

EVALUATION FACTORS FOR AWARD

This is greatest value procurement with the following subfactors being evaluated. The total possible score is 100%

	<u>Points</u>
a. Personnel	45
b. Past Experience*	40
c. Technical Understanding	15
	100

*Offerors lacking relevant past performance history relating to this solicitation shall receive a neutral evaluation for this factor. For example, the point score will be adjusted upward for favorable past performance and downward for unfavorable past performance.

a. Personnel (45 points total) *Key Personnel shall be evaluated based on the demonstrated education and experience and require a specified number of resumes (1 or 2 for the Principal Counselor, 1 for the Clinical Supervisor) Principal Counselor's resume (25 points) is more important than the Clinical Supervisor's resume (20 points). Offeror's personnel who do not meet the desired qualifications shall be scored downward as appropriate.*

b. Past Performance (40 points) *The offeror's past performance shall be evaluated based on demonstrated past performance in providing comprehensive EAP services within the past three (3) years.*

c. Technical Understanding .(15 points total)

. Demonstrated technical capabilities of the technical objectives, issues, methods and techniques of accomplishing each task in the Statement of Work. (5 points)

In addition, technical capabilities based on responses to the following items:

. The plan that the offeror will follow to transition a client into existing community treatment/rehabilitation resources, and the plan the offeror will use to follow up those employees referred to community treatment/rehabilitation resources. (4 points)

. The policies and procedures the offeror will use to maintain the required confidentiality of client information and problems. (3 points)

- The plan the offeror will follow to provide crisis intervention when a serious emergency occurs at Carderock, West Bethesda, MD during days when counselors are not on site. (3 points)

- STATEMENT OF WORK

I. Introduction

Federal agencies are required by Public Law 92-955, as amended; Public Law 99-570; and by 5 CFR Part 792 to establish programs for appropriate prevention, treatment, and rehabilitation of Federal civilian employees with drug abuse, alcohol or emotional problems. Agencies are authorized to establish Employee Assistance Programs (EAP) to meet this mandate. Executive Order 12564 identifies EAP as an essential element to an agency's plans to achieve a drug-free workplace, and explicitly states that agencies shall refer all employees found to be using illegal drugs to their EAP for assessment, counseling, and referral for treatment or rehabilitation as appropriate.

II. Scope

The EAP shall provide appropriate prevention and counseling services to all Carderock Division, West Bethesda employees and other off-site Division locations except Philadelphia (approximately 2550 employees). The period of performance will be for one year after contract award, with four option years thereafter. EAP counselor shall provide on-site services at West Bethesda. Employees at other sites must have access to an EAP counselor for initial screening and general assessment via phone; the EAP counselor shall make appropriate referrals to professional counselors in the employee's local community. Services shall also be available to dependent family members of Naval Surface Warfare Center Carderock Division (NSWCCD) employees at the West Bethesda site and other off-site locations except Philadelphia.

III. Services

The EAP shall assist employees in addressing a broad range of problem areas including stress related situations, mental and emotional difficulties; personal family and marriage problems; alcohol and drug dependencies; bereavement support; and legal and financial difficulties. The following services shall be provided:

- (1) employee assessment and diagnostic evaluation
- (2) as appropriate, referral to community resources for treatment and support services
- (3) follow-up and monitoring of referred employees (especially for alcohol and drug treatment referrals)
- (4) short-term problem solving counseling services
- (5) consultation with supervisory and management officials
- (6) supervisory and management training
- (7) executive briefings
- (8) employee orientation to EAP
- (9) EAP promotional materials
- (10) after-hours access line
- (11) critical incident interventions, as needed
- (12) and other off-site services: via phone, employee assessment, and referral to community resources; employee short-term counseling (1-3 sessions); follow-up and monitoring as

required; supervisory consultation

- (13) maintain a record/reporting system in accordance with applicable confidentiality and privacy laws and regulations; provide statistical data at the end of each quarter in comprehensive and standard OPM formats; provide an annual summary report at the end of the Fiscal Year (including all data for the annual OPM report).

IV. Staffing

The Contractor shall provide EAP services on-site two (2) days a week at West Bethesda, either Monday and Wednesday, or Tuesday and Thursday. Services must be available eight (8) hours a day during normal duty hours between 7:30 a.m. and 5 p.m. Accordingly, when a federal holiday or emergency dismissal or closure interrupts the regular schedule. The schedule shall be revised to ensure that on-site EAP services are still made available two (2) days a week at West Bethesda, eight (8) hours a day during normal duty hours between 7:30 a.m. and 5:00 p.m. In addition, the Contractor shall provide a toll free telephone number for emergencies when the counselor is not available on-site and for after hours.

V. Personnel Qualifications

The following credentials are required for the Principal Counselor(s):
Masters degree in Psychology, Social Work or related field;
alcohol/addiction counselor certification or significant related training. Three years of counseling and referral experience in EAP programs for federal employees and crisis intervention skills are desired.

The following credentials are required for the Clinical Supervisor:
Ph.D. in Psychology, Counseling or Social Work;
alcohol/addictions counselor certification. Three years clinical experience supervising EAP programs for federal employees.

VI. Specific Procedures for Case Handling

(a) Case Management

(1) The Contractor shall accept management, union, or self-referrals. The Contractor shall consult with the referring party, providing guidance where appropriate to assist in raising the awareness of the employee to the nature of the problem and the impact on job behavior or performance. The Contractor shall advise referring management officials regarding client confidentiality in accordance with relevant federal, Navy, DoD, and OPM regulations.

(2) Interview the employee and, with the employee's knowledge and written consent, obtain the appropriate information

including medical history, if appropriate, to determine the nature of the employee's problem.

(3) Determine the nature of the problem and make necessary referrals to the health unit, personal physician, or local community resources. Referrals may be for further evaluation, or rehabilitative assistance.

(4) Advise the employee of available treatment resources, helping to make arrangements for utilizing them, and encouraging the employee to participate in a rehabilitative program. Referrals should take into account an employee's ability to pay as well as his/her insurance coverage.

(5) Maintain ongoing contact with the community treatment program to which an employee is referred and maintain ongoing contact with the employee.

(6) Throughout the treatment program, as allowed by confidentiality requirements and employee authorization, the Contractor shall be available to the supervisor to discuss rehabilitative efforts and their relationship to job performance; to the family; to the EAP Administrator; and to referral treatment personnel to maintain a well-coordinated rehabilitation program.

(7) Provide supervision in accordance with industry standards for the on-site counselor.

(B) Employee-Initiated Referral (Considerations)

(1) When an employee self-refers to the EAP, the employee shall receive counseling and, as appropriate and necessary, be referred to community resources for assistance.

(2) In such self-referral situations, the confidentiality requirements shall be strictly observed and the employee shall not ordinarily be asked to sign a consent releasing information to the employee's supervisor.

(3) If an employee drops out of a treatment program, documentation of the case file shall show that this has occurred and no further action is required.

(4) Should a voluntary referral case be in progress and the employee's supervisor contact the counseling staff with documentation of the employee's work performance deteriorating or aberrant behavioral patterns at work, the EAP staff shall confer with the supervisor, but shall adhere to the confidentiality requirements strictly, giving no indication of the employee's previous self-referral. The employee may then be contacted and advised of the potential benefits to sign a consent to give information to the supervisor.

(C) Referral Services

Programs services shall include initial evaluation, brief counseling and, when necessary, referral of the employee to community or other resources in such a manner as will permit appropriate and skillful management of the problems presented. The Contractor must, therefore, develop and maintain close relationships with community resources which offer treatment and rehabilitative assistance. Counselors must possess the necessary skills to enable them, through interviewing employees, to determine the nature and scope of their problems. If necessary, the counselor shall also refer the employee for further medical evaluation.

VII. Record System

The Contractor shall develop and maintain an automated record system. This record system shall be maintained in accordance with applicable laws and regulations relating to alcohol and drug prevention, treatment, and rehabilitation, the Privacy Act of 1974 as amended; and other applicable laws, regulations, and guidelines governing confidentiality of counseling and medical records, and shall be subject to the penalties imposed by such laws for improper disclosure.

Case Files - The Contractor shall be responsible for maintaining professional, individualized case files for every employee who enters the EAP program. Such case records shall be maintained in accordance with the confidentiality requirements of 42 U.S.C. Section 290dd-2 and the implementing federal regulations (particularly 42 CFR Subchapter A, Part 2, as well as PL 93-579 (Privacy Act of 1974, as amended)).

All records of the EAP shall be considered to be under the jurisdiction of NSWCCD. Upon termination of this contract for whatever reason, the records shall be surrendered to the Contracting Officer's Representative (COR).

VIII. Reports/Evaluation

(A) The contractor shall document and report utilization of EAP counseling services through reports submitted quarterly, semi-annually and annually to the EAP Administrator. The reports shall contain, at a minimum, utilization rate; type of cases (personal, alcohol, drug abuse, etc.) and numbers of cases; type of referrals (management or self-referral; result of drug testing, etc.); disposition of cases. Statistical data shall be provided to fulfill standard OPM semi-annual or annual data requirements, and in accordance with the DD Form 1423. The Contractor shall report training activity and attendance.

(B) In addition to making reports as discussed above, the Contractor shall respond, as requested, to concerns by the EAP Administrator. The Contractor, the EAP Administrator, and the Contracting Officer's Representative (COR) shall arrange monthly meetings to discuss program execution and utilization. The Contractor shall make recommendations, as necessary, to increase program effectiveness.

IX. Required Standard of Workmanship

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, or field and holding any license required by law.

	Principal Counselor	Clinical Supervisor
Base Year	_____	_____
Option Year 1	_____	_____
Option Year 2	_____	_____
Option Year 3	_____	_____
Option Year 4	_____	_____

PLEASE INSERT PRICING FOR THE BASE YEAR AND ALL OPTION YEARS

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A0001		2. TITLE OF DATA ITEM Contractor's Progress, Status, and Management Report			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE Schedule C.VIII		6. REQUIRING OFFICE NSWCCD Code 0031			
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY See Block 16		12. DATE OF FIRST SUBMISSION See Block 16	
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS Block 10: to be submitted quarterly, semi-annually, and annually Block 12: to be submitted 120, 180, 270 and 365 DAC/O **A copy of the covering letter transmitting data shall be forwarded to NSWCCD, Code 0031, West Bethesda, MD 20817-5700		a. ADDRESSEE NSWCCD Code 0031 9500 MacArthur Bl West Bethesda, MD 20817-5700		b. COPIES Draft Final Reg Repro		1 2	
15. TOTAL →						1 2	

1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY	
8. APP CODE		11. AS OF DATE		12. DATE OF FIRST SUBMISSION	
13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION		15. TOTAL →	
16. REMARKS		a. ADDRESSEE		b. COPIES Draft Final Reg Repro	

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE